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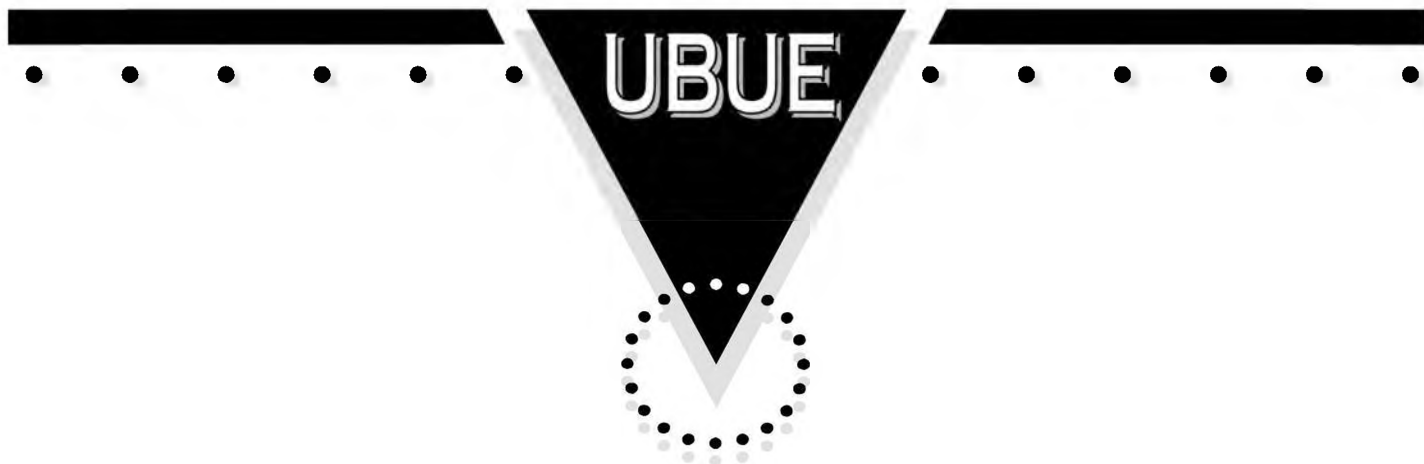
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**ULSTER COUNTY BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**

AND

**ULSTER BOCES
UNITED EMPLOYEES**

JULY 1, 2011 - JUNE 30, 2017



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AGREEMENT made this 9th day of August, 2013 between the District Superintendent of the Ulster Board of Cooperative Educational Services ("BOCES") and the Ulster BOCES United Employees ("UBUE") for the period of July 1, 2011 through June 30, 2017.

ARTICLE I – RECOGNITION

- A. The BOCES has recognized the UBUE as the exclusive collective bargaining representatives for all employees of the BOCES in the titles set forth in Appendix A to this agreement.
- B. A person appointed to any title set forth in Appendix A known at the time of appointment to be for a duration of ninety (90) days or more will be included in the bargaining unit and entitled to the compensation and benefits provided by this agreement.
- C. The UBUE affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II – UBUE RIGHTS

A. UBUE Meetings

- 1. The UBUE shall have the right to conduct meetings on BOCES property.
- 2. The UBUE shall be subject to BOCES policy regarding the use of BOCES property and the BOCES shall have the right to make and enforce rules in regard to the use of BOCES property without consultation with the UBUE.
- 3. The UBUE shall request prior permission for the use of any BOCES building with the appropriate building administrator. Such permission shall not be unreasonably withheld.

B. UBUE Communication

1. Bulletin board space for the use of the UBUE shall be provided in each building.
2. The UBUE shall be allowed use of the intra-school mail and electronic mail system for the distribution of their communications to members on a reasonable basis.

C. UBUE Contract

1. Each new unit member shall be given a hard copy of the contract at BOCES expense at the time of hire.
2. The BOCES will also provide access to a read-only PDF file of the contract on the BOCES website.

D. On October 1 of each year, the BOCES shall provide the UBUE President, with an **Electronic File containing the following:**

1. A list of names, job titles, and mailing addresses of all members of the bargaining unit.
2. A seniority list within all civil service job titles. After October 1st, the UBUE President shall be notified via email of the same information for any newly hired unit member.

E. The BOCES shall provide access to the President of the UBUE of an electronic copy of the **Official Minutes of each meeting of the Board of Education.**

F. UBUE Business: The UBUE President or designee shall be entitled to leave with pay ten (10) days each year to be used for UBUE business. If substitutes are normally required for the UBUE President or designee, the BOCES will pay for the first five (5) days used; the UBUE will pay for any days over five (5) that are used. Application for such use shall be made by the UBUE President to the BOCES District Superintendent or Designee. Upon approval by the District Superintendent or Designee, the representative shall notify the appropriate supervisor.

ARTICLE III – PAYROLL

- A. As soon as practicable salaries of each unit member shall be paid on a bi-monthly basis throughout the school year according to the announced payroll dates.
- B. Payroll checks shall be deposited directly to the unit member's personal checking or savings account(s) (maximum two) by the treasurer of the BOCES.
- C. When payroll days fall within a holiday period, the electronic deposit for that payroll date will be deposited on the last working day preceding the holiday period when feasible.
- D. **Dues Deductions:** BOCES shall deduct dues for UBUE members from each member's wages or salary and the same shall be remitted to the UBUE treasurer.
- E. **Agency Fee:** The BOCES shall deduct from the wages or salary of unit members in the bargaining unit who are not members of the UBUE, the amount equivalent to the dues levied by the UBUE and shall submit the sum so deducted to the UBUE. The UBUE affirms that it has adopted such a procedure to maintain an agency shop fee deduction as originated by Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.
- F. **Ten-Month Employee Payroll**
 - 1. Every ten-month unit member shall have the option of having his or her bi-monthly payment reduced so as to permit the payment, upon completion of his or her assigned responsibilities, of a lump sum equal to an additional five (four upon transition to bi-monthly payroll) paychecks at the close of the school year.
 - 2. By June 30 of each school year, or at the start of employment, the BOCES shall provide salary option forms for each ten-month unit member to complete for the succeeding year. All employees, upon the signed submission of the Board's Acceptable Use Policy, shall be provided with secure agency computer access, a

username, a password and an agency email account that will allow them to access their payroll records in lieu of paper statements. All employees, including night shift employees, shall be permitted to have access to an agency computer and printer to access their electronic payroll account during breaks or meal periods while at work.

G. NYSUT Member Benefits Program:

1. The BOCES agrees to the NYSUT Member Benefit Program contributions as payroll deductions.
2. Unit members who wish to participate in the Member Benefit Programs through NYSUT shall set up the deduction directly through NYSUT. NYSUT shall notify the Ulster BOCES Business Office regarding the deductions to be made from employee's paychecks.

ARTICLE IV: OFFICIAL UNIT MEMBER FILES

- A.** No non-mandatory material shall be placed in a unit member's personnel file unless he or she has had an opportunity to read the material. The unit member shall acknowledge that he or she has been provided with an opportunity to read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature does not necessarily indicate agreement with its contents. The unit member shall have the opportunity to respond to any material inserted in his or her file and such answer shall be attached to the file copy. Unit members shall be notified of any new items added to their employee file. Upon request, unit members shall be provided a free copy of that item. The following is a listing of items permitted to be included in the personnel files without a member's signature:

1. Job application
2. Resume
3. Resume Cover Letter
4. Phone Screening Notes (not subject to disclosure)
5. Interview and Selection Notes (not subject to disclosure)
6. Education Verification
7. Employment and Personal Reference Checks (not subject to disclosure)
8. Other background checks and verification (not subject to disclosure)
9. Position job description
10. Job analysis record
11. Job offer and employment contract or notice of board action
12. Emergency Contact information
13. Checklist of from new employees orientation showing topics covered.
14. Any contract, written agreement, receipt or acknowledgement between the employer and employee.
15. Any official forms including request for transfer, promotion, internal job applications, and internal communications from the employee and the response (if any).
16. Any other documentation related to employment
17. Employee attendance records

B. Any unit member may review his or her official file under the following conditions.

1. The unit member shall submit a signed request two business days before the time in which he or she desires to review his or her files. The unit member shall be given access to his or her file during normal office hours. In the event a unit member is unable, because of his or her duties with the BOCES to review his or

her file during normal office hours, upon reasonable advance notice, arrangements will be made to permit such review at a time convenient to the unit member and the BOCES. A member of the administration shall be present for any review. At the request of the unit member, a representative of the UBUE may be present during the review. The unit member may only review his or her own file and only in the office of the administration. The UBUE or its representatives shall have no right to review unit member files.

2. The administration is under no obligation to reproduce any of the materials contained in any file for the convenience of any unit member. However, this shall not be construed to limit the right of any unit member to make notes, hand copy, or photocopy any materials found in his or her file.

ARTICLE V – DISCIPLINE INTERVIEWS

Whenever the BOCES seeks to question a member of the bargaining unit because it reasonably appears that such unit member may be the subject of a potential disciplinary action the BOCES shall advise the unit member of his right to have a UBUE representative present. The UBUE member who the BOCES seeks to question shall be entitled to an adjournment of at least one day to obtain such representation.

ARTICLE VI – EVALUATIONS

- A. All unit members' job performance will be evaluated in writing at least once each school year by their immediate supervisor. During their probationary period unit members shall be evaluated in writing at least two times. Nothing contained in this section prohibits more frequent observations or evaluations.

- B. Forms for the evaluation of unit members may contain categories specific to the job titles being evaluated. All evaluation forms shall contain a section for the evaluated member to respond.
- C. If the unit member requests to meet and review the evaluation with the immediate supervisor prior to signing, such meeting and review shall be held within seven business days. When such a review is requested the second signing and dating of the evaluation as set forth in Article V Section C shall be completed no more than two business days after the review meeting is held.
- D. A copy of the completed and signed evaluation form will be given to the unit member on the date it's returned to the immediate supervisor at the conclusion of the two business day review period. A completed and signed copy will also be placed in the unit member's personnel file.

ARTICLE VII – WORK SCHEDULE

- A. The regular workday will consist of an eight-hour day including a thirty-minute meal period.
- B. During July and August the workday will be 7 1/2 hours per day including a thirty minute meal period, which is Ulster BOCES current practice.
- C. “*Service Instructional Support*” work hours will be determined by the Program Director and will be related to the work schedule at each instructional site.
- D. The calendar of workdays will be set by the BOCES District Superintendent at the start of the school year. An electronic copy shall be provided to each unit member prior to July of each year. A paper copy of the calendar shall be posted at each work site.

- E. In cases of absence from work due to illness or other emergencies, employees should call their program office within the first half hour of their scheduled starting time and indicate the reason for the absence.
- F. The Director or his/her designee for each division will note absences and inform the Personnel Office on a weekly basis, or more frequently, so that personnel records can be kept current.
- G. Employees who work in component schools are under the direct supervision of the Superintendent of Schools of those districts and the District Superintendent of BOCES. Employees should be familiar with the rules and regulations of those districts as well of those of BOCES.

H. Snow Days

1. The decision to close the BOCES shall be made by the District Superintendent when inclement weather or other emergencies makes conditions too hazardous to get to work. (See MOA dated January 28, 2014, for clarification.)
2. Notification of a delay or closing shall go out to all unit members as early as possible through a variety of methods including: Automated MHRIC phone bank, Website posting, a BOCES direct call in number and any local media networks such as TV or Radio.
3. When the BOCES is closed due to inclement weather, unit members will be paid their regular daily rate without deduction of any contractual leave time.
 - a. Employees who have taken any leave time that falls on a day that the BOCES is closed shall have their leave time reinstated.
4. When the BOCES is open but inclement weather makes it hazardous for unit members to get to work then the unit member may use any contractual leave

time to their credit. Employees who use contractual leave shall only have the amount of time deducted from their credit that the BOCES was open. (Example: 2 hour delay = 5.5 hours).

5. Snow days shall be considered “emergency days” for the purposes of calculating overtime pay. Unit members who are required to work during times that BOCES is closed, *such as Maintenance and Custodial staff*, shall be paid according to the Emergency Day rate as described in Article XI Section C.
6. Any staff member called in to work during such periods shall be guaranteed a minimum schedule of at least 4 hours.
7. BOCES shall not require any employee to drive through any area that is in a “State of Emergency” to get to work. Such staff members may use the provisions of Section H. 4. of this Article.
8. Notification of possible “Snow Make-Up Days”, where the BOCES may be forced to re-open on a previously scheduled holiday, shall be sent to unit members in a memo from the BOCES District Superintendent that will be issued as soon as practical.
9. When school districts are closed due to inclement weather and BOCES offices remain open, unit members, excluding maintenance and custodial staff, may arrive at the announced office opening time for all office personnel. They will not be docked their personal or any leave time for arriving at that time.

ARTICLE VIII – UNIT MEMBER CLASSIFICATION

Unit members who are scheduled to work 1,950 or more hours per year (typically 12 months, 5 days per week, 7.5 hours per day) are “full time salaried employees.” Twelve

month employees who are scheduled to work less than 1,950 hours per year are “part time salaried employees” in the Classification Benefit Chart below:

Classification	Holidays	Sick Leave Days	Personal Leave Days	Vacation Days	Vacation Day Notes
12 month Service Professional	15	13	3	13	13 days for the first year of employment and one (1) additional day each year to a maximum of 23 days.
12 month Service Support Personnel	15	13	3	10	10 days for the first year of employment and one (1) additional day each year to a maximum of 21 days in 2013-2014, 22 days in 2014-2015, and 23 days in 2015-2016 and beyond..
10 months	14	10	3		

Part Time Unit Members	
Part Time employees will receive prorated benefits equal to their FTE for the above categories.	After the 6th year of employment, part time employees will receive one (1) additional prorate vacation day equal to their FTE*

*Benefits are prorated for employees working less than one year.

**Part time employees hired prior to July 1, 1990 will continue to earn benefits in accordance with the previous practice.

ARTICLE IX – LEAVE BENEFITS

A. Vacation Days

Vacation will be earned on a current basis and these vacation days will be taken during the school year in which they are earned except as otherwise provided in this agreement. Every attempt should be made to utilize all earned vacation time during the year in which it was earned.

1. Vacation Carryover

- a. BOCES shall provide schedules with blocked out vacation periods no later than June 1st for the following year. The Director is solely responsible for the number of staff permitted to be on vacation during any period. Such determination is not grievable.
- b. Members shall make tentative vacation schedules no later than October 1st of each year. Vacation days may be changed at any time by the employee, at the employees option, subject to the approval of the division director, whose approval will not (depending on the number of employees requesting the same period) be unreasonably withheld. Vacation day changes shall not be for during a blocked out period.
- c. If blocked out days need to be changed or increased by BOCES during the year because BOCES needs coverage during such times, those impacted vacation days may be carried over to the next school year subject to the following:
 - i. If such change by BOCES occurs prior to February 1st, the maximum vacation carryover shall be three (3) days.

- ii. If such change by BOCES occurs on or after February 1st the maximum vacation carryover shall be five (5) days.
- 2. No Department/Division or sub-division within a department shall block out more than twenty-one (21) consecutive work-days (inclusive of holidays) where vacation cannot be used. Prior notice of vacation block out days shall be provided to unit members by June 1st of each year for the succeeding school year.
- 3. Twelve month part-time employees will receive prorated benefits equal to their FTE. Vacation schedules shall have prior approval of the Program Director consistent with the terms of this article.
- 4. Administrative decisions regarding preliminary vacation day requests will be communicated to each employee within twenty (20) work days of the submission of the request.
- 5. Every attempt will be made to work through any conflicting vacation requests between members of the same department and division, within that division. In cases where there is no solution, unit member preference will be given to the employee with the greatest longevity in the agency. Such determination is not subject to the grievance or arbitration segments of this contract.

B. Sick Leave

- 1. Sick leave days may be used for personal illness or illness in the immediate family, which is defined as: mother, father, sister, brother, son, daughter, wife, husband, grandparent, grandchild, mother-in-law, father-in-law, or legal guardian. Unused sick leave days may be accumulated to a maximum of 200 days. Part time employees will receive prorated benefits equal to their FTE.

2. Unit members who have accumulated the maximum 200 sick days shall still continue to receive their annual sick leave entitlement in accordance with Article VIII above.

C. Sick Leave Bank

See "Appendix B".

D. Bereavement Leave

Each employee shall be entitled to up to five (5) days leave for each occurrence for deaths in the immediate family. As used in this section, "immediate family" shall mean father, mother, brother, sister, husband, wife, son, daughter, legal guardian, mother-in-law, father-in-law, grandchild, grandparents, stepparents, stepchildren, stepbrother, stepsister, or a person of significant relationship residing in the household.

E. Personal Leave Days

All personal leave days may be requested without reason at least three (3) days in advance of each anticipated absence. Personal leave shall not be available for days immediately preceding or following a vacation, holiday, or another personal day, except with an approved reason by the District Superintendent or Designee. Any unused Personal Leave will be added to Sick Leave accruals at the end of each school year. Part time employees will receive prorated benefits equal to their FTE. (See "Appendix C.")

F. Leave for "Other Absences"

Leave for "*other absences*" not herein described, may be granted with or without pay upon the recommendation of the District Superintendent or their designee. Appropriate forms stating the reason for the leave must be approved by the Program

Director and forwarded to the District Superintendent or designee. (See “Appendix D.”)

G. Jury Duty

Employees who are called for jury duty will be paid their full salary for the period of time served.

ARTICLE X – INSURANCE & RETIREMENT BENEFITS

A. New York State Employees’ Retirement System

1. All eligible unit members shall be enrolled as a member of the New York State Employees' Retirement System unless they choose to opt out in writing.
2. All part-time unit members who transition to full-time status shall be made aware of their right to enroll as a member of the New York State Employees' Retirement System.

B. Health Insurance

Employees who work at least .50 FTE (Full Time Equivalent), except employees employed to work for less than 3 months, are eligible for health insurance coverage. The BOCES shall partially pay the cost of the premium for individual or family coverage under one of the BOCES health insurance plans as selected by the employee as follows:

	School Year 11-12	School Year 12-13	School Year 13-14	School Year 14-15	School Year 15-16	School Year 16-17
Effective Date			1/1/14	1/1/15	1/1/16	1/1/17
BOCES Premium Contribution	95%	95%	92%	90%	89%	89%
Employee Premium Contribution	5%	5%	8%	10%	11%	11%

The unit member's contributions shall be made with pre-tax salary dollars. The Board will be discontinuing their participation in the GHI and CDPHP Medical Insurance plans. Those individuals currently enrolled in either of these plans will be free to select a substitute plan from any of the plans sponsored by the Board during the next open enrollment period in the 2013-2014 school year. The available plans include DEHIC Healthy Advantage PPO, EPO 20 or MVP.

C. Health Insurance Upon Retirement

1. For UBUE members on the date of ratification, upon retirement into the New York State Employee's Retirement System and after ten (10) years of continuous service at Ulster County BOCES, employees enrolled in one of BOCES' health insurance plans, are entitled to continue their health insurance coverage. The BOCES will pay 70% of the cost of individual or family coverage. Medicare Part B coverage will be paid by the BOCES.
2. For UBUE members hired after the date of ratification and upon retirement into the New York State Employee's Retirement System the BOCES will contribute the following amounts towards the premium:

After Completing the Following Years of Service at Ulster BOCES	BOCES Contribution Towards Medical Insurance Premium
10 - 19	50%
20 - 24	60%
25 and beyond	70%

3. For UBUE Members hired after the date of ratification and upon retirement into the New York State Retirement System, the BOCES will make no payment towards the cost of Medicare Part B coverage.

D. Health Insurance Buy Out

1. Any employee who voluntarily elects not to participate in the BOCES health insurance plan or anyone who voluntarily changes from family to single coverage shall receive annually the sum equal to 50% of the net savings realized by the BOCES as a result of this change in coverage. Said sum shall not exceed the following amounts:

School Year 2011-2012 ~ \$2,400 per year

School Year 2012-2013 ~ \$2,400 per year

School Year 2013-2014 ~ \$2,425 per year

School Year 2014-2015 ~ \$2,450 per year

School Year 2015-2016 ~ \$2,475 per year

School Year 2016-2017 ~ \$2,500 per year

2. The buy out payment will be made in the employee's final paycheck of the fiscal year.
3. In the event of a "*change in life circumstance*" employees will be permitted to subscribe or re-subscribe to one of the BOCES' health insurance plans. (See "Appendix E".)

E. Dental Insurance

Employees who work at least .50 FTE (Full Time Equivalent), except at-will employees and employees employed to work for less than 3 months, are eligible for dental insurance coverage. The BOCES will pay up to a maximum of \$775.00 annually for dental insurance. In the event that the dental insurance premium increases, the BOCES will increase the premium up to \$25.00 to protect the maintenance of the existing coverage. Any employee contribution towards the cost of the dental premium shall be made with pre-tax dollars.

F. Workers' Compensation

If an employee is injured on the job, he/she will be paid his/her full salary and it will be charged to their sick leave accrual. When their sick leave accrual has been depleted, and if the employee is a member of the UBUE Sick Bank, additional days may be granted at the discretion of the Sick Bank Committee. If a workers' compensation award is made directly to the BOCES for a unit member the BOCES shall retain the award and re-credit the unit member an equivalent amount of sick time (or sick leave bank, if applicable). If the workers' compensation award is made directly to a unit member the award shall be turned over to the BOCES which will re-credit the unit member an equivalent amount of sick time (or sick bank leave, if applicable.) (Appendix F – Staff Accident Report)

G. Disability Insurance

The BOCES shall provide unit members with membership in the New York State Disability Insurance plan without cost to the member.

H. Unused Sick Leave Upon Retirement

Upon retirement in the New York State Employee's Retirement System and after completion of ten (10) years of service as an employee of Ulster BOCES, the Board will pay \$50.00 for each day of accumulated unused sick leave. Payment will be made on the 1st day of the next fiscal year or sooner with the approval of the District Superintendent. Proper notification must be given for budget preparation deadlines.

ARTICLE XI – OTHER BENEFITS

A. Mileage Reimbursement

Employees who use their personal vehicle for approved business travel will be reimbursed in accordance with the Internal Revenue Service Regulations. (See "Appendix G".)

B. BOCES Vehicle Emergency Procedures

1. All BOCES vehicles must have an emergency procedures form in the vehicle at all times. The emergency procedures will contain a BOCES contact number to call to inform BOCES of an emergency. There should be a contact number to call during business hours, and a number to call during non-business hours.
2. All unit members who use a BOCES vehicle shall be provided a copy of the emergency procedures.
3. All vehicle information binders shall contain a copy of the emergency procedures.

C. Ulster BOCES Adult Education Courses

Unit members and retirees may enroll in BOCES sponsored continuing education programs tuition free on a space available basis.

D. Tuition Reimbursement

The BOCES will reimburse up to the cost of three credits at the prevailing SUNY rate per unit member per year toward the cost of coursework that meets the following criteria:

1. The coursework is functionally related to the field in which the employee works.
2. The coursework is scheduled outside of working hours.
3. The employee must receive prior approval from the BOCES District Superintendent or his/her designee. (See "Appendix H.1.")
4. The employee must submit evidence of successful completion of course prior to reimbursement. (See "Appendix H.2.")
5. It is understood that any employee who receives a tuition reimbursement payment for such coursework shall remain in the employ of the district for at least two years from the ending date of the course for which payment was received.

Any employee who leaves the employ of the district of his or her own free will prior to the two year requirement shall reimburse the district any and all monies received under this program for courses completed within the two year window.

ARTICLE XII – SALARY

- A. All bargaining unit members shall receive a base salary increase according to the following schedule:

School year 2011-2012 ~ \$625 per member

School Year 2012-2013 ~ 1.65%

School Year 2013-2014 ~ 1.84%

School Year 2014-2015 ~ 1.72%

School Year 2015-2016 ~ 1.76%

School Year 2016-2017 ~ 1.72%

- B. Base salary does not include differentials or longevity.

- C. Longevity shall be paid annually to all bargaining unit members based on years of service with the BOCES according to the following schedule:

Upon Completion of the following BOCES Years of Service	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
7-11 years	\$300	\$300	\$300	\$325	\$350	\$375
12-16 years	\$300 (additional)	\$300 (additional)	\$300 (additional)	\$325 (additional)	\$350 (additional)	\$375 (additional)
17-21 years	\$300 (additional)	\$300 (additional)	\$400 (additional)	\$425 (additional)	\$450 (additional)	\$475 (additional)
22-26 years	\$400 (additional)	\$400 (additional)	\$400 (additional)	\$450 (additional)	\$500 (additional)	\$525 (additional)
27 years and beyond	\$400 (additional)	\$400 (additional)	\$400 (additional)	\$450 (additional)	\$500 (additional)	\$525 (additional)

- Longevity payments shall be paid to each employee over the two payroll periods each June, and shall be in addition to base salary increases.

- D. All hours worked by any UBUE member that exceed 37.5 hours in a week and are equal or less than 40 hours in the same week shall be paid at the UBUE member's regular hourly rate. Hourly rate shall be calculated as follows: $\text{Hourly Rate} = ((\text{Base salary} / \text{Days in a Work Year}) / 7.5)$. For the purpose of this calculation, the following work year shall be used. (MOA – November 20, 2013)

Twelve Month Employees	Eleven Month Employees	Ten Month Employees
2011-2012 – 261 days	2011-2012 – 240 days	2011-2012 – 217 days
2012-2013 – 260 days	2012-2013 – 238 days	2012-2013 – 215 days
2013-2014 – 261 days	2013-2014 – 238 days	2013-2014 – 216 days
2014-2015 – 261 days	2014-2015 – 238 days	2014-2015 – 217 days
2015-2016 – 262 days	2015-2016 – 239 days	2015-2016 – 218 days
2016-2017 – 261 days	2016-2014 – 240 days	2016-2014 – 217 days

Unit members who work in the School Lunch Program work a 6.5 workday for 200 days per year.

For the purpose of this section, the workweek shall be considered to commence at 12:00 midnight on Sunday and shall end at 11:59 pm on Saturday night.

E. Overtime

1. An overtime pay rate shall be paid for all hours worked in excess of 40 hours worked per week at the rate of time and one half the unit member's base hourly rate. For the purpose of this section, the workweek shall be considered to commence at 12:00 midnight on Sunday and shall end at 11:59 pm on Saturday night.
 - a. UBUE and the BOCES recognize that there are two types of overtime, planned (anticipated) and emergency (unanticipated).
 - b. For planned (anticipated) overtime each employee's ability to meet the 40-hour overtime threshold is determined by calculating the hours actually worked by the UBUE member in that workweek. For the purposes of this calculation any utilized leave days are not considered days of actual work.

- c. For emergency (unanticipated) overtime, each employee's ability to meet the 40 hour overtime threshold is determined by calculating the hours actually worked by the UBUE member in that workweek. For the purposes of this calculation any utilized leave days are considered days of actual work. Emergency periods shall not exceed one day without the authorization of the District Superintendent.
- 2. Overtime payment shall be shown as an adjustment (addition) to the employee's salary on the next payroll.
- F. Stipend projects shall be made available to qualified unit members. Stipend projects shall be offered via email and posting and shall set forth the hours of the project, the location, expected duration of the project and the necessary qualifications for the project.
- G. Unit members assigned to duties that require an overnight stay away from home shall be paid four (4) hours pay (at their hourly rate) per day away or four (4) hours of compensatory time per day away from home. The use of compensatory time shall be at the employee's request subject to the approval of the District Superintendent or his/her designee. Any compensatory time shall be used by the last day of the school year in which it was earned after which it will be extinguished. No compensatory time shall be carried over to the next school year.

H. Shift Differential

- 1. UBUE members who were employed by Ulster BOCES on or before September 1, 2013, and whose regularly scheduled eight (8) hour workday ends on or after 10:00 p.m., shall receive a salary adjustment equal to 10% of their base salary as an evening shift differential.

2. UBUE members who were employed by Ulster BOCES after September 1, 2013, and whose regularly scheduled eight (8) hour workday ends on or after 10:00 p.m., shall receive a salary adjustment equal to 4% of their base salary as an evening shift differential.
3. If a vacancy on the evening shift occurs and a UBUE member hired on or before September 1, 2013, and a UBUE member hired after September 1, 2013 both apply to fill the vacancy the UBUE member hired on or before September 1, 2013 will receive the appointment. If two (2) or more UBUE members hired on or before September 1, 2013 apply for the vacancy then the UBUE member with the greatest longevity shall be appointed.

I. Tax Sheltered Annuities

The BOCES shall maintain the tax sheltered annuity program and shall reduce salaries of participating unit members pursuant to written annuity contracts submitted by unit members to the administration. Participating unit members shall hold the BOCES harmless from all tax consequences or penalties for over-withholding.

J. Flexible Benefit Plan

The BOCES shall maintain the Flexible Benefit Plan and provide for the administration of the plan, in accordance with Section 125 of the Internal Revenue Tax Code. The BOCES shall be required to provide no more monetary advance than 1/10 per month. Unit Members will be allowed to contribute up to \$5,000 annually for non-reimbursed medical expenses. There will also be a \$5,000 cap on dependent care. If either Federal or State Legislative action reduces the maximum withholding amount permitted then the amounts listed will be reduced accordingly.

K. Credit Union Deductions

Union members may choose to have deductions made from their salary and deposited into an account at the Ulster Federal Credit Union by completing and filing the necessary forms with the Personnel Office.

ARTICLE XIII – EMPLOYEE ASSISTANCE PROGRAM

The BOCES shall maintain the current or equivalent employee assistance program. Unit member participation in the program shall be voluntary.

ARTICLE XIV – GRIEVANCE PROCEDURE

A. General Provisions

1. A grievance is a dispute involving an interpretation or application of any of the provisions of this Agreement. It shall not apply to the exercise of a judgment that is conferred by law, or by this Agreement upon the BOCES District Superintendent or the Board.
2. All grievances shall be submitted on the form annexed hereto as Appendix “I”.
3. A grievance shall be deemed waived unless it is submitted within thirty (30) business days after the aggrieved party became aware of the alleged grievable situation.
4. The BOCES and the UBUE will facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the grievance.
5. The aggrieved unit member shall have the right of representation at all states of the grievance procedure and to confront and cross-examination all witnesses called against him or her, and to testify and call witnesses on his or own behalf.

6. In any grievance brought by a unit member or group of unit members, the UBUE shall be notified of all hearing dates, given copies of all exhibits and decisions and have the opportunity to cross-examine all witnesses.
7. No interference, coercion, restraint, discrimination, or reprisal or any kind at any time will be taken by the BOCES or by any member of the administration against the UBUE or any other participant in the grievance procedure.
8. Failure by the BOCES to hold a hearing or submit a decision within the time limits set forth herein shall be construed as a denial of the grievance and the grievance may be appealed to the next stage. Failure of an aggrieved unit member of the UBUE to appeal or take action within the time limits set forth herein shall be deemed a waiver of the grievance.
9. Grievances shall be submitted at the lowest possible stage where relief may be granted.

B. Grievance Procedure

1. **Stage 1:** The grievance shall be presented in writing on the form prescribed for such submission to the appropriate Program Director who shall meet with the aggrieved party and render a written decision within ten (10) business days of the receipt of the grievance.
2. **Stage 2:** Within ten (10) business days of the disposition of the grievance at Stage 1, the grievant may appeal in writing to the BOCES District Superintendent. The BOCES District Superintendent may meet with the aggrieved party and render a written decision within ten (10) business days of the receipt of the appeal.
3. **Stage 3:** Within ten (10) business days of the disposition of the grievance at Stage 2, the UBUE may appeal an adverse decision at Stage 2, by filing an

appeal with the Clerk of the Board within ten (10) business days of receipt of the Stage 2 decision. The appeal shall specify the issues left unresolved following the Stage 2 decision. The Board or a committee of the Board shall review the materials submitted at the two prior levels, the written decisions rendered at those levels and may meet with the aggrieved unit member and shall issue a written decision to the appeal within thirty (30) business days following the date on which the appeal was received.

4. Stage 4:

- a. In the event the UBUE wishes to appeal an adverse decision at Stage 3, it shall appeal to arbitration by filing a demand for arbitration upon the District Superintendent within ten (10) business days of receipt of the Stage 3 decision.
- b. The demand for arbitration shall identify the issues sought to be submitted to arbitration and the specific section or sections of this Agreement which the UBUE claims have been violated and which were indicated on the original grievance submittal form. The demand for arbitration may not add to the issues previously considered at Stages 2 or 3.
- c. A representative of the UBUE will meet with a representative of the BOCES to agree on an arbitrator. UBUE proposes John Donahue, Jay Siegel, Dennis Campaigne, and Howard Edelman. Ulster BOCES proposes Melinda Gordon, Martin Ellenberg, Bonnie Weinstock, and Rosemary Townley. In the event the parties are unable to agree on an arbitrator, one will be selected from a list of the American Arbitration Association (AAA) utilizing the selection process of AAA.

- d. The arbitrator shall be without power or authority to make any decision that requires the commission of any act prohibited by law or which is violates the terms of this Agreement. The arbitrator shall have no owner to alter, add to, or detract from the provisions of this Agreement.
- e. The cost of the services of the arbitrator will be divided equally between the BOCES and the UBUE.
- f. The decision of the arbitrator shall be final and binding on the parties.
- g. Either party may, with the consent of the other party, request the expedited arbitration procedure as administrated by the American Arbitration association (AAA).

ARTICLE XV – PAYMENT TO RETIREES

The payment of any monies due to UBUE members upon retirement shall be as follows:

- A. Any retirement incentives and/or payment for accumulated sick days due under this Article shall be in the nature of non-elective payments made directly by the BOCES into the unit member's Section 403(b)(7) tax sheltered annuity without a cash option.
- B. In the case where a unit member does not have a Section 403(b)(7) tax sheltered annuity, the UBUE member shall open one through the plan of their choice from the list of approved Ulster BOCES 403(b)(7) plans. No disbursement of funds due to the retiree shall be made until such time as the UBUE retiree informs the BOCES of the name and 403(b)(7) account to which the funds shall be paid.
- C. The BOCES utilizes a calendar year for determining the cap on allowable payments into a unit member's tax sheltered annuity in accordance with section 415 of the Internal Revenue Code.

- D. Payment shall be made up to the cap referred above in paragraph “C” within two (2) months of the date of retirement, except as noted above in paragraph “B”.

ARTICLE XVI – TRANSFERS AND VACANCIES

- A. The BOCES shall send to all unit members’ notices of vacancies and/or openings of any type whatsoever occurring within the bargaining unit. These notices shall be sent to the BOCES e-mail address of each unit member and to the UBUE President. In addition, such notices shall be posted on the official bulletin boards. The BOCES shall send such notices at least fifteen (15) days prior to the application deadline for such vacancies. In emergencies, the fifteen (15) days prior to the application may be reduced to three (3) working days after notification of the reason for such is given to the UBUE President.
- B. **Voluntary Transfer** – It shall be the intent of the BOCES to give consideration to current members of the unit who have requested such a change in writing. The following criteria will be considered by the BOCES Superintendent and the Board: (1) seniority within the program; (2) seniority within the BOCES; (3) level of education; and (4) total relevant experience. These criteria do not establish a priority list. They will be used along with other valid criteria in the selection of unit members.
- C. In all cases, the unit member must follow all of the procedures and deadlines specified in the notice of vacancies. Unit member applicants whose submitted credentials and experience meet the criteria of the job posting shall be interviewed for the position.
- D. Positions will be filled by the Board, upon recommendation of the BOCES District Superintendent, based upon qualifications needed and particular requirements of the

vacancy. Recommendations for appointments to positions are at the sole discretion of the District Superintendent and are not a permissible topic for inclusion under the grievance or arbitration provisions of this agreement.

- E. The reassignment and transfer of unit members will be made known to those unit members who have applied for the position and to the UBUE president.
- F. **Involuntary Transfers** – Involuntary transfers shall be made in inverse order of seniority as calculated by Civil Service Law. Notice of transfer or reassignment of unit members shall be made known to those affected and to the UBUE president as soon as it is practicable. Any involuntary reassignment or transfer of a unit member shall be made only after a meeting between the unit member involved and the program administrator.

ARTICLE XVII – SAVINGS CLAUSE

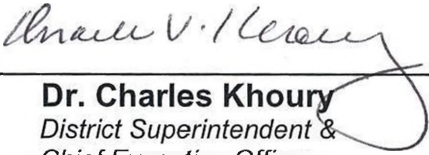
- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Organization.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XVII – LEGISLATIVE AUTHORITY

It is agreed by and between the parties that any provision of this Agreement requiring action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not be effective until the appropriate legislative body has given approval.

This agreement was duly ratified by the Ulster BOCES United Employees and the Ulster County Board of Cooperative Educational Services, on September 25, 2013, and that ratification is indicated by the presence of the signatures below.

Ulster County Board of Cooperative Educational Services

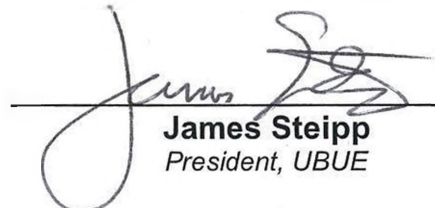


Dr. Charles Khoury
*District Superintendent &
Chief Executive Officer*

2/12/14

Date

Ulster BOCES United Employees



James Steipp
President, UBUE

2/12/14

Date

APPENDIX A

Ulster BOCES United Employees

All regular full-time and part-time personnel working in the titles of Account Clerk, Account Clerk (Purchasing Clerk), Account Clerk/Typist, Application Training Specialist I, Application Training Specialist, Application Training Support Assistant, Auto Mechanic, BETAC Program Clerk, BETAC Resource Specialist, Building Maintenance Leader, Building Maintenance Mechanic, Community Relations Specialist II, Computer Applications Programmer, Computer Applications Programmer/Analyst, Custodial Maintenance Worker, Custodial Worker, Custodial Worker/Bus Driver, Custodian, District Distributed Information Systems Specialist, Educational Technology Resource Specialist, Educational Technology Purchasing Specialist, Electronic Communications Specialist (10 Month), Environmental Compliance Technician, Field Service Technician, Financial Services Specialist I, Financial Services Specialist II, Food Service Helper, Food Service Helper Part Time, Graphics Specialist, Head Custodian, Help Desk Specialist, Information Facilitator, Information Facilitator II, Maintenance Mechanic, Meeting Preparation Helper, Program Aide, Program Secretary I, Program Specialist Trainee, School Bus Driver, School Lunch Cashier, Senior Account Clerk, Senior Account Clerk Fiscal/Budget, Senior Account Clerk/Typist, Senior Computer Operator, Senior Database Clerk/Typist, Senior Field Service Technician, Senior Typist, Special Education Services Specialist I, Special Education Services Specialist II, Special Project Assistant, Special Projects Facilitator, Student Services Specialist I, Student Services Specialist II, Student Support Services Trainer, Student Support Services Trainer II, Technical Data Specialist, Testing Services Specialist I, Testing Services Specialist II, Typist, and WAN/LAN Specialist.

APPENDIX B

Ulster BOCES United Employees

Ulster BOCES Employees' Sick Bank

I. MEMBERSHIP STATEMENT

This policy covers employees who are classified as follows:

- ◆ Ulster BOCES United Employees
- ◆ Service Personnel
- ◆ Service Professionals
- ◆ Service Coordinators
- ◆ Service Administrators

II. PURPOSE

The Sick Bank has been created through the contribution of sick leave **by** employees of the UBUE and Service Employee Classifications **for** fellow UBUE and Service employees who are experiencing extensive loss of time due to illness, accident or recuperation. It is expected that the beneficiaries of Sick Bank benefits will return to work and are **not** permanently disabled to the extent that their disability cannot be accommodated. The Sick Bank is funded solely by and for employees in the above listed classifications who choose to participate and meet the eligibility requirements to participate.

III. ELIGIBILITY

A. Current Employees

- ◆ Current employees shall either have already contributed one (1) day of unused sick leave to the existing Sick Bank or will be eligible, during a special "Open Enrollment" period to join the Sick Bank by contributing one (1) day of unused sick leave to the Sick Bank.
- ◆ The special enrollment period will be held prior to the implementation of this policy to give all interested current employees an opportunity to join the Sick Bank without having to meet the one (1) year service requirement that will be enforced once this policy is activated.

B. New Employees

- ◆ New employees may join the Sick Bank after a minimum of one (1) year of service at Ulster BOCES by donating one (1) day of their accumulated sick leave days during the annual open enrollment periods which shall be September 1 through September 30 and March 1 through March 31 annually.
- ◆ The Sick Bank year shall be October 1 through September 30. Employees hired after September 30 will be eligible to participate in the Sick Bank after one (1) full Sick Bank year has passed.
- ◆ At the time of initial hire a form will be given to each new employee stating the date of their eligibility for membership. The new hire may elect to join the Sick Bank at the time of hire by signing the *Enrollment Contribution*

form or wait until the Open Enrollment period after the eligibility date for membership has past.

- ◆ If an *Enrollment Contribution* form has been signed the Personnel Department will deduct one (1) accumulated sick leave day from the employee's sick day accrual on the date they are eligible for membership.
- ◆ It is the employee's responsibility to notify the Personnel Department in writing if they decide not to participate in the Sick Bank and they signed an Enrollment Contribution form at the time of hire. This notification must be received prior to their enrollment eligibility date.
- ◆ Once membership has been established Sick Bank members shall waive the right to reclaim days contributed.

Applications for new membership must be submitted during the open enrollment periods of September 1 through September 30 and March 1 through March 30 annually.

IV. ADMINISTRATION

- ◆ The Sick Bank shall be administered by a *Sick Bank Committee* consisting of one (1) member of the UBUE and (1) member of the service employees group and two (2) administrators, all of whom will be appointed by the District Superintendent.
- ◆ The District Superintendent will be responsible for establishing the nominating procedure and implementing it.
- ◆ The UBUE member and service employee will be appointed from a list of nominees who have been recommended by the Sick Bank membership.
- ◆ Each appointed committee member will serve a three (3) year term.
- ◆ The District Superintendent shall appoint or reappoint committee members prior to November 1 the year in which appointments expire.
- ◆ If, after appointment, any appointee becomes unable or unwilling to serve, the District Superintendent will appoint someone to serve out the remainder of the appointee's term.
- ◆ The Assistant Superintendent for Administration will act as the Executive Director for the Sick Bank Committee. This administrator will compile all necessary paperwork, organize all meetings but will not have voting rights.
- ◆ The Sick Bank Committee will act on requests made to the Sick Bank in a timely manner. In the event that a majority decision cannot be reached, a fifth neutral person, agreed on by the committee members will be called in to review the case and cast the deciding vote. Upon formation, the committee shall appoint an individual who shall act as a fifth and deciding vote.
- ◆ The Sick Bank Committee is authorized to develop rules and regulations regarding its procedures provided they are in accordance with this policy and are approved by the District Superintendent.

V. REQUIREMENTS FOR APPLICATION OF BENEFITS

- ◆ The applicant must prove need to the Sick Bank Committee for extensive loss of time as a result of illness, accident, or recuperation. Maternity leave and any other Family Medical Leave situation will not qualify for benefits under this policy.

- ◆ An application for Sick Bank benefits that is related to a Workers' Compensation claim will be considered in the same manner as all other eligible cases, with the exception that any reimbursements for lost wages received by Ulster BOCES from Workers' Compensation will first be used to restore the Sick Bank and the remainder, if any, will be credited to the employee.
- ◆ A completed application form supported by a physician's statement must be submitted to the Sick Bank Committee. The Committee, at its discretion, can require additional information from the applicant's physician and/or request an independent medical examination conducted by or under the direction of the school physician. The decision of the Sick Bank Committee shall be final.
- ◆ To be eligible to receive Sick Bank days the member's accumulated sick leave days must be exhausted and a two (2) week deductible period must have been met. *[The two (2) week deductible period is defined as ten (10) continuous workdays of absence due to illness, accident or recuperation, whether sick leave is paid or unpaid.]*
- ◆ The two (2) week deductible time period shall be applied to each illness that is submitted to the Sick Bank Committee for consideration.

VI. BENEFITS

The Sick Bank Committee shall grant a maximum number of Sick Bank days to members whose applications are approved and who meet the following criteria:

- ◆ 1 - 3 continuous* years of employment – maximum 10 days per illness/accident/recuperation
- ◆ 4 - 5 continuous* years of employment – maximum 20 days per illness/accident/recuperation
- ◆ 6 -10 continuous* years of employment – maximum 30 days per illness/accident/recuperation
- ◆ 11-15 continuous* years of employment – maximum 50 days per illness/accident/recuperation
- ◆ 16 + continuous* years of employment – maximum 75 days per illness/accident/recuperation
- *Continuous employment shall be calculated from the employee's date of hire through the date the Sick Bank Application form is received in the office of Executive Director of the Sick Bank. Unpaid Leave of Absence up to one (1) year will be counted as continuous employment.*
- *There is no entitlement by members to the above schedule of benefits that exceed the actual days in the Sick Bank. The Sick Bank is null and void when the Sick Bank is depleted to twenty (20) days.*

VII. CARRYOVER OF DAYS

All days that remain in the Sick Bank on September 30 shall be carried over into the following Sick Bank year up to a maximum of 2 ½ times the Sick Bank membership on that date.

VIII. RENEWAL OF DEPLETED SICK BANK

- ◆ When the Sick Bank is depleted to twenty (20) days prior membership by all participants becomes null and void. One (1) unused sick day must be

contributed by all employees who wish to remain members of the Sick Bank. If the Sick Bank has been exhausted no one will be eligible for benefits until it has been replenished by the participating membership.

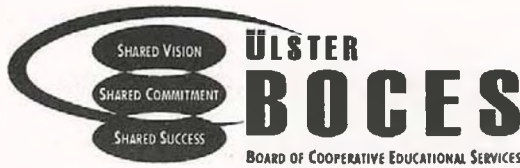
- ◆ Sick Bank members who are receiving benefits at the time the Bank is depleted shall remain eligible for their approved benefits as listed above or until the Sick Bank's days are exhausted. In order to continue membership in the Sick Bank these employees must donate one (1) sick day upon receipt of the employee's annual sick day allotment. A form authorizing this donation will be signed at the time the Sick Bank is being replenished by the Sick Bank membership.

IX. DONATION OF SICK DAYS

Members who are separating from their employment at Ulster BOCES or have reached the maximum sick leave accrual of 200 days, may donate their unused or excess sick leave days to the Sick Bank. A form must be completed authorizing this option.

APPENDIX C
Ulster BOCES United Employees

Personal Leave Day Form



**Request for
Personal Leave**

All personal leave must be requested at least three (3) days in advance of each anticipated absence.

Please Print or Type

Name: _____ Date of Application: _____
Position: _____ Location: _____
Department: _____

Date(s) Requested: _____ Length of Work Day in Hours: _____

☐ All Day

☐ Part of Day (specify hours requested) From: _____ To: _____

Scheduled Work Hours (i.e., 8 A.M. to 4 P.M.) From: _____ To: _____

Is a substitute needed?

☐ Yes ☐ No

☐ Personal Day without Reason

☐ Personal Day with Reason

Reason for Leave: _____

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Action by Program Director: _____ ☐ Approved ☐ Disapproved
Reason: _____
Signature: _____ Date: _____

Action by Personnel Supervisor: _____ ☐ Approved ☐ Disapproved
Signature: _____ Date: _____

OFFICE USE ONLY

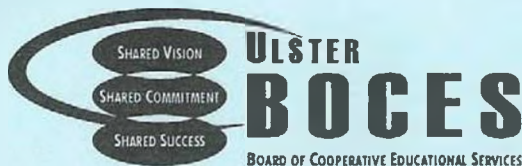
Time Requested: _____ Is amount available? ☐ Yes ☐ No
Signature: _____ Date: _____

White: Personnel File Pink: Office of Personnel Canary: Program Director Gold: Employee
Revised: 03-24-09

APPENDIX D

Ulster BOCES United Employees

Unpaid Leave Day Form



Request for Leave Without Pay

All leave must be requested at least three (3) days in advance of each anticipated absence.

Please Print or Type

Name: _____ Date of Application: _____

Position: _____ Location: _____

Department: _____

Date(s) Requested: _____ Length of Work Day in Hours: _____

☐ All Day

☐ Part of Day (specify hours requested) From: _____ To: _____

Scheduled Work Hours (i.e., 8 A.M. to 4 P.M.) From: _____ To: _____

Is a substitute needed? ☐ Yes ☐ No

Reason for Leave without Pay: _____

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

Action by Program Director: ☐ Approved ☐ Disapproved

Reason: _____

Signature: _____ Date: _____

Action by Assistant Superintendent: ☐ Approved ☐ Disapproved

Remarks: _____

Signature: _____ Date: _____

Blue: Personnel File Blue: Office of Personnel Canary: Program Director Gold: Employee

APPENDIX E

Ulster BOCES United Employees

Health Insurance Buyout Enrollment Form

HEALTH INSURANCE BUYOUT

Any employee who elects **not** to participate in a District health plan or anyone who voluntarily changes from a family to single coverage shall receive annually the sum equal to 50% of the net savings of the District as a result of this change in coverage. Said sum shall not exceed \$2,400 in 2011-2012 and 2012-2013, \$2,425 in 2013-2014, \$2,450 in 2014-2015, \$2,475 in 2015-2016 and \$2,500 in 2016-2017. The buyout payment will be made in the employee's final paycheck of the fiscal year.

In the event of a "change in life circumstance" employees will be permitted to subscribe or re-subscribe to one of the District's health insurance plans.

Please Print

Name: _____

Address: _____

Position: _____ Department: _____

☐ I qualify and elect to participate in the Health Insurance Buyout.

☐ Single Plan ☐ Family Plan

Please list name(s) of eligible dependent(s) *[as defined on the reverse side of this form]* and date(s) of birth:

Name: _____	DOB: _____	Name: _____	DOB: _____
Name: _____	DOB: _____	Name: _____	DOB: _____
Name: _____	DOB: _____	Name: _____	DOB: _____
Name: _____	DOB: _____	Name: _____	DOB: _____

By declining to enroll in a health insurance option and electing the buyout, I understand that I may subject myself and my eligible dependents to certain applicable waiting periods if I decide to enroll in a health insurance plan at a later date and that I may be forfeiting the right to such coverage after my retirement.

My signature below indicates all statements made above are true and accurate.

Employee's Signature

Date

Personnel Department

Date

APPENDIX F

Ulster BOCES United Employees

Staff Accident Report

EMPLOYER NAME:																	
DATE OF INJURY OR ILLNESS MO. DA. YR.			HOUR OF DAY AM. PM.		EMPLOYEE'S TELEPHONE #.			SEX (M OR F)		DATE OF BIRTH MO. DA. YR.							
SOCIAL SECURITY NUMBER				NAME (LAST) (FIRST) (M.I.)													
HOME ADDRESS					CITY		STATE		ZIP		JOB TITLE						
WORK STATUS PART OR FULL TIME		TIME EMPLOYEE BEGAN WORK		DATE OF HIRE		HRS/DAY		DAYS/WEEK		DEPT.		AVG. WEEKLY EARNINGS					
EMPLOYEE'S STATEMENT (how and why injury occurred, describe injured body part, objects involved in injury, MVA)																	
EMPLOYEE SIGNATURE						PLACE OF INJURY											
WAS THIS LOCATION WHERE EMPLOYEE NORMALLY WORKED?										<input type="checkbox"/> YES <input type="checkbox"/> NO							
EMPLOYEE JOB DESCRIPTION: Please attach if available.																	
IS THIS A REOCCURRENCE OF A PREVIOUS INJURY OR ILLNESS?										<input type="checkbox"/> YES <input type="checkbox"/> NO							
IF YES, PLEASE GIVE DETAILS: TREATMENT BY WHAT PHYSICIAN(S)																	
EMPLOYEE'S SUPERVISOR						DID SUPERVISOR SEE INJURY HAPPEN?				<input type="checkbox"/> Y <input type="checkbox"/> N							
DID ANYONE ELSE SEE INJURY HAPPEN?						<input type="checkbox"/> Y <input type="checkbox"/> N		IF YES, GIVE NAME(S)									
DID EMPLOYEE LEAVE WORK DUE TO INJURY FOR TREATMENT?						<input type="checkbox"/> Y <input type="checkbox"/> N											
WAS EMPLOYEE TREATED IN EMERGENCY ROOM?						<input type="checkbox"/> Y <input type="checkbox"/> N		WAS EMPLOYEE IN HOSPITAL OVERNIGHT				<input type="checkbox"/> Y <input type="checkbox"/> N					
TREATED BY: NAME				ADDRESS				DATE		MO.		DA.		YR.			
DID EMPLOYEE STOP WORK DUE TO INJURY?						<input type="checkbox"/> Y <input type="checkbox"/> N		DATE OF FIRST FULL DAY OUT									
HAS EMPLOYEE RETURNED TO WORK?						<input type="checkbox"/> Y <input type="checkbox"/> N		IF YES, ON WHAT DATE?				<input type="checkbox"/> REGULAR DUTY		<input type="checkbox"/> LIMITED DUTY			
IF LIMITED DUTY, AT LOWER WAGES?						<input type="checkbox"/> Y <input type="checkbox"/> N		IF YES, AT WHAT AVG. EARNINGS/WEEK?									
HAVE YOU RECEIVED YOUR CLAIMANT INFORMATION PACKET?								<input type="checkbox"/> Y <input type="checkbox"/> N		DATE OF DEATH		MO.		DA.		YR.	
DATE EMPLOYER ADVISED OF INJURY						MO.		DA.		YR.		PREPARER'S NAME (PLEASE PRINT)					
<input type="checkbox"/> VERBAL <input type="checkbox"/> WRITTEN												TELEPHONE #					

TODAY'S DATE

APPENDIX G
Ulster BOCES United Employees

Mileage Reimbursement Form

☐ Course of Business

MILEAGE REIMBURSEMENT FORM

Pre-Approved T# _____

Name _____

Social Security #
(first 5 digits only) _____

Street Address _____

City, State, Zip _____

Reimbursement Procedure:

While monthly submittal of mileage reimbursement claims is preferred, claims must be submitted at least quarterly per the following calendar. Please be advised that claims submitted later than these dates may be disallowed:

- July – September: submitted to immediate supervisor by October 10
- October – December: submitted to immediate supervisor by January 10
- January – March: submitted to immediate supervisor by April 10
- April – May: submitted to immediate supervisor by June 10
- June: submitted to immediate supervisor by July 1

Employees are responsible for insuring that there are sufficient funds encumbered (set aside) to pay the claimed reimbursement BEFORE submitting it. If there are insufficient funds, the claims auditor will reject that portion of the claim that is not covered by a purchase order whose date precedes that of the claim.

Instructions: Effective January 1, 2014, reimbursement for approved business travel will be \$ 0.56 per mile. Only mileage will be reimbursed on this form. All other expenses such as tolls and parking will be reimbursed on an expense voucher. (Attach copies of Request to Attend Conference, Travel Advance, and Conference Report Form if applicable). Attach calculator tape showing calculations. Each leg of the trip must be listed on this form separately. Round trips will require two entries. Conference location and city names must be stated clearly. Do not abbreviate. Be specific.

DATE	STARTING POINT	ENDING POINT	TOTAL MILES
Total Miles			0.00
Total (Multiply total miles by \$0.56)			\$0.00

I certify that to my best knowledge the above information is correct.

Signature _____

Date _____

BUSINESS OFFICE USE ONLY

Program Supervisor Signature
(If Applicable)

Date _____

Director/ASIS Signature

Date _____

APPENDIX H. 1.
Ulster BOCES United Employees

Tuition Reimbursement

Application for Approval of Course Work

The BOCES will reimburse up to the cost of three credits at the prevailing SUNY rate per unit member per year toward the cost of coursework that meets the following criteria:

1. The coursework is functionally related to the field in which the employee works.
2. The coursework is scheduled outside of working hours.
3. The employee must receive prior approval from the District Superintendent or his/her designee.
4. The employee must submit evidence of successful completion of course prior to reimbursement. (Transcript, certificate or other form of evidence showing completion of course)
5. The employee must submit a receipt or cancelled check for the cost of course work.
6. It is understood that any employee who receives a tuition reimbursement payment for such coursework shall remain in the employ of the district for at least two years from the ending date of the course for which payment was received. Any employee who leaves the employ of the district of his or her own free will prior to the two year requirement shall reimburse the district any and all monies received under this program course courses completed within the two year window.

Name: _____

Title of Course/Workshop: _____

Conducted by: _____

Brief Description of Course: _____

Starting Date: _____ Number of Sessions: _____

Completion Date: _____ Length of Each Session: _____

Cost of Tuition: _____ Instructors Name: _____

Date: _____ Employee: _____

Date: _____ Program Director: _____

Date: _____ District Superintendent: _____

APPENDIX H. 2.
Ulster BOCES United Employees

Tuition Reimbursement

Notice of Course Completion

1. The employee must have received prior approval from the District Superintendent or his/her designee.
2. The employee must submit evidence of successful completion of course prior to reimbursement. (Transcript, certificate or other form of evidence showing completion of course)
3. The employee must submit a receipt or cancelled check for the cost of course work.
4. It is understood that any employee who receives a tuition reimbursement payment for such coursework shall remain in the employ of the district for at least two years from the ending date of the course for which payment was received. Any employee who leaves the employ of the district of his or her own free will prior to the two year requirement shall reimburse the district any and all monies received under this program course courses completed within the two year window.

Name: _____

Title of Course/Workshop: _____

Conducted by: _____

Brief Description of Course: _____

Starting Date: _____ Number of Sessions: _____

Completion Date: _____ Length of Each Session: _____

Cost of Tuition: _____ Instructors Name: _____

Evidence of Course Completion (*attached to documents to form*): _____

Date: _____ Employee: _____

Date: _____ Program Director: _____

Date: _____ District Superintendent: _____

APPENDIX I
Ulster BOCES United Employees

Grievance Form

TO BE COMPLETED BY GRIEVANT OR HIS/HER REPRESENTATIVE

Name: _____ Title: _____

Work Location: _____ Supervisor: _____

State all provisions of Agreement involved:

Article(s): _____ Section(s): _____

Date of Occurrence: _____

Statement of Facts (use additional sheets if necessary): _____

Remedy Sought: _____

Date Submitted

Aggrieved Employee

.....
STAGE 1 – DECISION

Date Grievance Received: _____

Decision (use additional sheets if necessary): _____

Date Decision Issued

Program Director's Signature

Ulster BOCES United Employees

Grievance Form

STAGE 2 – APPEAL

To be submitted to the District Superintendent within ten (10) business days of receipt of Stage 1 – Decision.

The Decision at Stage 1 of the Grievance is Unsatisfactory.

Short statement of the grievance: _____

State all provisions of Agreement involved:

Article(s): _____ Section(s): _____

Remedy Sought: _____

Date Submitted Aggrieved Employee

.....

STAGE 2 – DECISION

Date Appeal Received: _____

Decision (use additional sheets if necessary): _____

Date Decision Issued District Superintendent or Designee

Ulster BOCES United Employees

Grievance Form

STAGE 3 – APPEAL

To be submitted to the Clerk of the Board within ten (10) business days of receipt of Stage 2 – Decision.

The Decision at Stage 2 of the Grievance is Unsatisfactory.

The following issues are unresolved:

Date Submitted

Authorized Signature of Ulster
BOCES United Employees'
Organization

.....

STAGE 3 – DECISION

Date Appeal Received:

Decision (use additional sheets if necessary):

Date Decision Issued

Board of Education

Ulster BOCES United Employees

Grievance Form

STAGE 4 – APPEAL

To be submitted to the District Superintendent within ten (10) business days of receipt of Stage 3 – Decision.

The Decision at Stage 3 of the Grievance is Unsatisfactory.

The Ulster BOCES United Employees Organization demands arbitration on the following issues:

State all provisions of Agreement involved:

Article(s):	<hr/>	Section(s):	<hr/>
	<hr/>		<hr/>
	<hr/>		<hr/>

Remedy Sought:

<hr/>	<hr/>
Date Submitted	Authorized Signature of Ulster BOCES United Employees' Organization

MEMORANDUM OF AGREEMENT

between
Ulster County BOCES
and
ULSTER BOCES UNITED EMPLOYEES

Snow Day Clarification

The Ulster BOCES United Employees (UBUE) and the Ulster County Board of Cooperative Educational Services (BOCES) Chief Executive Officer have reached the following agreement:

WHEREAS, the parties seek to clarify the meaning and application of Article VII – Work Schedule, Section H – Snow Days, paragraph 1 of their Memorandum of Agreement, *and*

WHEREAS, the parties desire to have this Memorandum of Agreement in effect and hereby agreed as follows:

1. Article VII – Work Schedule, Section H – Snow Days paragraph 1 shall read as follows:
“The decision to either close or to institute a delayed opening schedule for the BOCES when inclement weather or other emergencies make conditions hazardous, shall be made by the District Superintendent, who shall consider, among other things, countywide weather and road conditions as reported to him, AccuWeather (or similar agency) forecasts and projections for the region, and the status of the districts served by the BOCES as reported to him.”
2. Should no students be in attendance at the Port Ewen campus due to weather or other emergency and the instructional staff have been dismissed but the BOCES offices remain open, the workday for UBUE unit members in these offices shall not exceed 5 ½ hours as represented by the following chart:

Work Condition	Length of Work Day	Explanatory Notes
Normal	7.5 hours excluding 30 minute lunch	
School Programs Closed/ Offices Open Normal Time	5.5 hours excluding 30 minute lunch	Arrive at work at regular starting time; leave 2 hours early.
School Programs Closed/ Offices Open 2 Hour Delay	5.5 hours excluding 30 minute lunch	Arrive at work 2 hours after regular starting time; leave at regular ending time.

- A. The above chart shall apply to the day shift personnel. Depending on weather conditions, the hours set forth in said chart may be modified for night shift personnel
- B. Night shift schedules will be determined by the needs of the BOCES as decided by the Supervisor of Building and Grounds, who shall communicate the schedule to the night shift staff.

- i. In any case, the night shift personnel will have a 5 ½ hour work day on any day when the instructional program is closed and the BOCES offices are open.
3. Nothing herein shall be construed to deny the District Superintendent the right to exercise his discretion to close the BOCES earlier on days of delay or early closing.
4. Unit members may use any accrued time to come to work later when opening is delayed or earlier in the event of early release.
5. This Memorandum of Agreement shall sunset and have no force or effect at the end of the current contract which expires on June 30, 2017.

The signatures of the parties appearing below indicate consent and ratification by the parties according to their own procedures.

Ulster BOCES United Employees

By: 
JAMES STEIPP
President, UBUE

Date: 1/28/14

Ulster County BOCES

By: 
CHARLES KHOURY
District Superintendent &
Chief Executive Officer

Date: 1/28/14

MEMORANDUM OF AGREEMENT

between
Ulster County BOCES
and
ULSTER BOCES UNITED EMPLOYEES

Longevity

The Ulster BOCES United Employees (UBUE) and the Ulster County Board of Cooperative Educational Services (BOCES) Chief Executive Officer have reached the following agreement:

WHEREAS, during the course of negotiations it was not anticipated that all references to years of service contained in the various articles of the collective bargaining agreement would mean anything other than continuous years of service as has been the practice, and

WHEREAS, situations have now occurred that suggest that both of these situations were oversights during the recently completed negotiations and should be addressed, and

WHEREAS, both UBUE and the Ulster BOCES District Superintendent agree that it is timely to address both of these situations now rather than waiting for the next period of negotiations

THEREFORE, it is agreed that the language of the contract be modified in Article VII and Article XII as set forth below:

1. Insert after the chart on page 11 of the contract between UBUE and BOCES the following language,

"A currently employed Ulster BOCES employee who becomes employed in a job title represented by the UBUE shall have all continuous time worked at Ulster BOCES immediately preceding appointment to the UBUE represented position credited for the purpose of calculating vacation entitlement."

2. Insert after the chart on page 11 of the contract between UBUE and BOCES the following language,

"Time worked at Ulster BOCES prior to a break in service shall not be credited for the purpose of calculating vacation entitlement except when such time is for a break of service resulting from an approved leave of absence or a layoff pursuant to Civil Service Law."

3. Insert as Article XII – Salary C.2. the following language,

"A currently employed Ulster BOCES employee who becomes employed in a job title represented by the UBUE shall have all continuous time worked at Ulster BOCES immediately preceding appointment to the UBUE represented position credited for the purpose of calculating longevity."

4. Insert as Article XII - Salary C.2. (a) the following language,

"Time worked at Ulster BOCES prior to a break in service shall not be credited for the purpose of calculating longevity except when such time is for a break of service resulting from an approved leave of absence or a layoff pursuant to Civil Service Law."

5. Insert as Article XII - Salary C.1. (a) the following language,

"UBUE unit members who separate from Ulster BOCES service shall receive all longevity to which they are entitled within 60 days from the date of such separation."

The signatures of the parties appearing below indicate consent and ratification by the parties according to their own procedures.

Ulster BOCES United Employees

By: 
JOE DICARLO
President, UBUE

Date: 9/2/15

Ulster BOCES

By: 
CHARLES KHOURY
District Superintendent &
Chief Executive Officer

Date: 9/3/15